

Subcontract Agreement

Non-FDP With Federal Funds

FLORIDA STATE UNIVERSITY ("UNIVERSITY")		Institution/Organization ("SUBCONTRACTOR")	
Sponsored Research Services 97 S. Woodward Avenue Tallahassee, Florida 32306-4166		Name: Leon County Address: 301 S. Monroe Tallahassee, FL 32301 EIN No.: 59-6000708	
Prime Award No. FSU# 7004-555-31/ DOE# 371-2334B-4C001		Subcontract No. R00192	
Awarding Agency Florida Department of Education		CFDA No. 94.004	
Subcontract Period of Performance July 19, 2004 to August 31, 2004		Amount Funded this Action \$15,000.00	Total \$15,000.00
Project Title CHESP- Florida Community/Higher Education/School Partnership			
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 3]			
<p align="center">Terms and Conditions</p> <p>1) University hereby awards a (check one) <input type="checkbox"/> cost reimbursable subcontract, or <input checked="" type="checkbox"/> fixed price subcontract, as described above, to Subcontractor. The statement of work and budget for this subcontract are shown in Attachment 4 . In its performance of subcontract work, Subcontractor shall be an independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Subcontractor not more often than monthly for allowable costs. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subcontract number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subcontract number shall be returned to Subcontractor.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 2.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subcontract end date. The final statement of costs shall constitute Subcontractor's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subcontractor.</p> <p>5) Matters concerning the technical performance of this subcontract should be directed to the appropriate party's Project Director, as shown in Attachment 2. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subcontract agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this subcontract agreement require the written approval of each party's Authorized Official as shown in Attachment 2.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 2. University shall pay Subcontractor for termination costs as allowable under OMB Circular A-21, J.49.</p> <p>9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 2, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subcontract is subject to the terms and conditions of the Prime Award herein incorporated by reference and other special terms and conditions, as identified in Attachment 1.</p> <p>11) By signing below Subcontractor makes the certifications and assurances shown in Attachment 1.</p>			
FLORIDA STATE UNIVERSITY, For and on behalf of its Board of Trustees:		By an Authorized Official of SUBCONTRACTOR:	
_____		_____	
Kirby W. Kemper Vice President for Research	Date	Name:	Date
		Title:	

**Attachment 1
Subcontract Agreement**

By signing the Subcontract Agreement, the authorized official of SUBCONTRACTOR certifies, to the best of his/her knowledge and belief, that:

Article 1. Debarment/Suspension

Acceptance of this Order serves as certification that the Subcontractor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; (b) have not within a three-year period preceding this Order been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this Order had one or more public transactions (Federal, State or local) terminated for cause or default.

Article 2. Lobbying

A Subcontractor receiving over \$100,000.00 shall certify in accordance with USC Title 31, Section 1352, regarding Lobbying Activities and shall submit, as required by referenced regulation, to the University Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subcontractor's acceptance of this Order shall be the Subcontractor's certification regarding Lobbying Activities and the Subcontractor's commitment to submit said notifications as required. In addition, Subcontractor is prohibited from using state funds for lobbying the Legislature, the judicial branch or an agency of the State of Florida in accordance with Sections 11.062 and 216.347, Florida Statutes.

Article 3. Public Entity Crime Notice

A person or affiliate who has been placed on the convicted vendor list (§87.133(3) (D), F.S.) following a conviction for a public entity crime may not transact any business with the Florida State University in excess of the amount provided in § 287.017, F.S., for category two for a period of 36 months from the date of being placed on the list. This includes submission of bids or proposals for goods, services, construction or repair of public buildings, leases on real property and work as a contractor, supplier, subcontractor, or consultant under a contract or purchase order with the University.

Article 4. OMB Circular A-133 Audit Requirements

- A. If the Subcontractor is a non-Federal entity that, during the effective period of this Order, expends \$500,000 or more in a year in Federal awards, the Subcontractor shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 (the Circular). Guidance on determining Federal awards expended is provided in § 205 of the Circular.
- B. When the schedule of findings and questioned costs disclose audit findings relating to this Order or when the summary schedule of prior audit findings reports the status of any audit findings relating to this Order, a copy of the Reporting Package (as defined in the Circular) must be submitted to the University within 30 days after the Subcontractor's receipt of the auditor's report but no later than nine months after the end of the audit period, unless a longer period is agreed to by the Subcontractor's cognizant audit agency. (However, for fiscal years beginning on or before June 30, 1998, the audit shall be completed and the Data Collection Form and Reporting Package shall be submitted to the University within the earlier of 30 days after the Subcontractor's receipt of the auditor's report or 13 months after the end of the audit period.)
- C. When the Subcontractor is not required to submit the Reporting Package pursuant to the Paragraph B above, the Subcontractor shall submit to the University written notification that:
 1. an audit of the Subcontractor was conducted in accordance with OMB Circular A-133, including timely filing;
 2. the schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that the University provided;
 3. the summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that the University provided.
 4. no material issues of non-compliance were reported; and
 5. no reportable conditions related to internal controls were reported.

The Subcontractor must identify the period covered by the audit and the name, amount, and CFDA number of the Federal award provided by the University. The Subcontractor may submit to the University a copy of the Reporting Package described in Paragraph B above to comply with the notification requirements of this Paragraph C.

The address to which the foregoing shall be submitted is:

Florida State University
Sponsored Research Accounting Services
Attn: Audit Liaison for Subcontracts
97 So. Woodward Avenue
Tallahassee, Florida 32306-4166

- D. The Subcontractor shall maintain full and complete records which directly pertain to this Order for a period of three (3) years from the date of final payment or until all litigations, claims, or audit findings involving the records have been resolved if such claims or audit is started before the expiration of the said period.
- E. The Subcontractor agrees that the University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subcontractor which are directly pertinent to this Order for the purpose of making audits, examinations, excerpts and transcriptions.

- F. The University will monitor the Subcontractor's activities to provide reasonable assurance that the Subcontractor administers this Order in compliance with Federal requirements. At the University's discretion, such monitoring activities may take various forms, such as:
1. reviewing any and all reports submitted by the Subcontractor;
 2. performing site visits to the Subcontractor to review financial and programmatic records and observe operations;
 3. arranging for limited-scope audits conducted in accordance with either the AICPA's generally accepted auditing standards or attestation standards, that are paid for and arranged by the University and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting; and/or
 4. reviewing the Subcontractor's single audit or program-specific audit results; and/or evaluating audit findings and the Subcontractor's corrective action plan.

Article 5. Information Required By OMB Circular A-133

CFDA Number:	94.004
CFDA Title:	Learn and Serve America – School and Community Based Programs
Pass-Through Funding Agency Name:	Florida Department of Education
Pass-Through Funding Agency Number:	371-2334B-4C001
Federal Funding Agency Name:	Corporation for National and Community Service
R&D Project?:	Yes

Article 6. Chapter 216.3491 F.S. "Florida Single Audit Act"

Each nonstate entity that receives state financial assistance to carry out a state project and that meets the audit threshold requirements equal to or in excess of \$300,000 in any fiscal year of such recipient must obtain an audit by an independent auditor in accordance with auditing standards stated in the rules of the Auditor General of the State of Florida. The audit shall be conducted in accordance with the requirements of the Act and the rules of the Executive Office of the Governor, the Comptroller and the Auditor General. The Act applies to nonstate entities that receive state awards directly from a state awarding agency (FSU) and to nonstate agencies that receive state awards through another nonstate entity.

Article 7. Section 215.422, F.S.

Provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the University Accounts Payable Section at 850-644-5021. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at 850-488-2984 or by calling the State Comptroller's Hotline, 1-800-848-3792.

Article 8. Liability

Each party assumes the risk of personal injury and property damage attributable to the willful acts or omissions of that party and its officers, employees and agents to the extent allowed by law.

Article 9. Indemnification

Unless the Subcontractor is a State of Florida agency, the Subcontractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the University harmless for all claims, suits, judgments or damages, including court costs and attorney fees, arising out of negligence or omissions by the Subcontractor in the course of operations of this Agreement.

Article 10. Insurance

The responsibility for providing adequate liability insurance coverage on a comprehensive basis for all operations undertaken by the Subcontractor under this Agreement shall be that of the Subcontractor and shall be provided at all times during the existence of this Agreement. The Subcontractor shall furnish the University with written verification of the existence of such coverage upon the request of the University.

Article 11. Subcontractor's Key Personnel

Subcontractor's Principal Investigator, identified in Attachment 2, is essential to the performance of this Subcontract. Any replacement of the Principal Investigator shall only be made upon the prior written concurrence of the University.

Article 12. Termination for Unauthorized Employment

Violation of the employment provision as determined pursuant to Section 274A(e), Immigration and Nationality Act, shall be grounds for unilateral cancellation of this contract.

Article 13. Public Records

Subcontractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by Subcontractor in conjunction with this Subcontract. Provided, however, that such public access shall not apply to materials that relate to methods of manufacture or production, potential or actual trade secrets, patentable or potentially patentable material, business transactions, or proprietary information received, generated, ascertained, or discovered in conjunction with this Subcontract, which materials shall be treated in accordance with the legal rights of those persons or entities having the proprietary or other legal interest therein. Subcontractor's refusal to permit public access pursuant hereto shall be grounds allowing University to unilaterally cancel this Subcontract.

Article 14. Records Maintenance

The Subcontractor shall maintain full and complete records which directly pertain to this order for a period of three years from the date of final payment or until all litigations, claims or audit involving the records have been resolved if such claims or audit is started before the expiration of the subcontract.

Article 15. Independent Contractor

Subcontractor herein is an independent contractor, not a partner or joint venturer, and shall not act as an agent for the University. Nor shall it be deemed to be an employee of the University for any purposes whatsoever. Subcontractor shall not have any authority, either express or implied, to enter any agreement, incur any obligations on the University's behalf, or commit the University in any manner whatsoever without the University's express prior written consent. Each party assumes the risk of all liability arising from its respective activities pursuant to this Subcontract and from the acts or omissions of its respective officers, agents, and employees to the extent allowed by law.

Article 16. Notices

All notices or communications to either party by the other shall be delivered personally, sent by courier, U.S. registered or certified mail, postage prepaid, or transmitted via facsimile or electronic mail addressed to such party at the addresses stated in Attachment 2, and shall be deemed given on the date so delivered.

Article 17. Sanctions for Noncompliance

If Subcontractor materially fails to comply with the terms and conditions of this Subcontract, and does not cure such failure within thirty (30) days written notice thereof from the University, the University may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor;
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- C. Wholly or partly suspend or terminate this Subcontract;
- D. Withhold further awards for this or any other project or program; and/or
- E. Take other remedies that may be legally available.

Article 18. Termination

- A. Termination at Will. This subcontract may be terminated by the University upon no less than thirty (30) calendar days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, overnight delivery (for which evidence of delivery is obtained by the sender), or in person with proof of delivery.
- B. Termination Because of Lack of Funds. In the event funds to finance this subcontract become unavailable, the University may terminate the subcontract upon no less than twenty-four (24) hours notice in writing to the Subcontractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The University shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Subcontractor will be compensated for any work satisfactorily completed prior to notification of termination.
- C. Termination for Breach. This subcontract may be terminated for the Subcontractor's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the University may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the University's right to remedies at law or in equity.
- D. Termination for Any Reason. If this Subcontract is terminated at will, because of lack of funds, or for breach, the University shall compensate or reimburse the Subcontractor, according to subcontract terms, for services rendered pursuant to this subcontract up to and including the formal date of termination.
- E. Either party hereto may terminate this Subcontract for convenience by giving written notice to the other party at least thirty (30) days in advance of a specified date of termination. In case of termination, Subcontractor shall be reimbursed for allowable costs incurred and noncancellable commitments made under the terms of this Subcontract prior to such termination, but only to the extent that such costs and commitments are reimbursable to the University under the terms of the PRIME. Payment shall be made upon submission to the University of an invoice and supporting documentation covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by the University's Technical Representative.

Article 19. Assignment or Subcontracting

Subcontractor shall not assign, transfer, or convey this Subcontract or any part thereof, or any interest herein. Subcontractor shall not subcontract for the performance of any of its obligations hereunder without the prior written consent of the University, excluding manufacturing, printing and delivery, unless subcontracts are specifically identified in the approved budget or statement of work.

Article 20. Non-waiver

A waiver by either party of any of the terms or conditions, or covenants of this Subcontract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or any subsequent breach of same.

Article 21. Severability

If any provision of this subcontract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Subcontract or the validity or enforceability of this Subcontract.

Article 22. Rights to Inventions

If the work to be conducted hereunder is federally-funded and is experimental, developmental, or research work, the Federal Government and the University shall be entitled to rights in any resulting invention in accordance with 37 CFR part 401. Notwithstanding the foregoing, the University shall not display any Subcontractor logo, trade name or trademark (collectively, "Subcontractor Marks") on any of the Materials, or use the Subcontractor Marks in connection with any other materials, and may not distribute the Materials other than for distribution in the quantities as set forth in this Agreement and for the advertising and promotion of the Materials. The University shall submit to Subcontractor, for Subcontractor's prior written approval, any and all advertising or promotional materials incorporating any Subcontractor Marks. Subcontractor shall deliver to the University its written approval or disapproval of such materials within ten (10) business days of its

receipt of such materials or such materials shall be deemed approved "as is." Both parties agree that they will not acquire, by reason of this Agreement any rights in or under any logos, trademarks or trade names registered or unregistered, owned or used by the other party.

Article 23. Rights In Data

The term "Subject Data", as used herein includes, but is not limited to, literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; motion pictures and other audiovisual works; sound recordings; and architectural works, as each of those terms are used and defined by the Copyright Act of the United States (17 USC Sec. 101, et. seq.) and works of any similar nature (whether or not copyrighted) which are included in the material to be delivered under the contract.

Article 24. Work for Hire

The Subcontractor agrees that all Subject Data first produced in the performance of this subcontract shall be considered a "work made for hire" as that term is defined under the Copyright Act, and the parties to this subcontract hereby agree that the copyright thereto shall be the sole and exclusive property of the Florida State University, that copyright thereto may be registered by the Florida State University in its own name, and that such Subject Data may not be published or reproduced in whole or in part, or in any manner or form, other than by the Florida State University or with its express written consent. The Subcontractor further agrees that no right at common law or in equity shall be asserted, and no claim to copyright by statute shall be established by the Subcontractor in any Subject Data first produced in the performance of this subcontract without the express written consent of the Florida State University. Subcontractor shall secure the University's legal title and interests in and to all such work made for hire that is produced for Subcontractor by third parties.

Article 25. Conflict of Interest

The Subcontractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of the work authorized hereunder.

Article 26. Effect of Prime Changes

This Subcontract is issued pursuant to the provisions set forth in the prime award hereby incorporated into this agreement. If the Prime is amended and the amendment causes this Subcontract to be inconsistent with or contrary to the Prime, the Subcontractor agrees to negotiate with the University in good faith any amendments to this Subcontract as may be necessary to make this Subcontract consistent with the requirements of the Prime.

Article 27. Force Majeure

If the Subcontractor's performance under this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of force majeure, i.e., any act or condition totally beyond the Subcontractor's control and without its fault or negligence, the Subcontractor, upon giving prompt notice to the University, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided, however, that the Subcontractor shall take all reasonable steps to avoid or remove such causes of nonperformance and shall continue performance hereunder with dispatch whenever such causes are removed; provided further, that if it appears that the time of delivery or performance will be extended past the terms set forth herein, a written extension of time will be negotiated by the parties.

Article 28. Non-discrimination

The Subcontractor agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEO) must meet the requirements of 28 CFR 42.301.

Article 29. Drug-Free Workplace Requirements

The Subcontractor agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76.

Article 30. Smoke-Free Workplace Requirements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Article 31. Travel Regulations

Whenever travel costs are included in the subcontract or attachments to the subcontract, the provisions of Sections 112.061 and 1004.22, Florida Statutes, shall govern as to reimbursement of cost.

Article 32. Entire Agreement

This Subcontract supersedes any previous oral or written agreements made by the University and Subcontractor regarding the work to be performed pursuant to the provisions of this Subcontract. The University and Subcontractor acknowledge that this Subcontract shall not be amended, modified, or revised except in writing and signed by authorized representatives of both parties.

Attachment 2 Subcontract Agreement		
FLORIDA STATE UNIVERSITY Contacts		Subcontractor Contacts
Administrative Contact:		Administrative Contact:
Ms. Juel Kamke, Subcontracts Coordinator Sponsored Research Services Florida State University 97 S. Woodward Avenue Tallahassee, Florida 32306-4166 Telephone 850) 644-8654 Fax: 850) 644-1464 E-mail: jkamke@mailers.fsu.edu		Name: Ms. Amanda Phillips Address: Volunteer Leon 918 Railroad Avenue Tallahassee, FL 32310 Telephone: 850-921-3015 Fax: 850-413-9095 Email: phillipsa@mail.co.leon.fl.us
Principal Investigator/Send Deliverables to:		Project Director
Name: Dr. William F. Moeller Address: Center for Civic Education & Service Florida State University Tallahassee, FL 32306-4180 Telephone: 850-644-0639 Fax: 850-644-3362 Email: bmoeller@admin.fsu.edu		Name: Ms. Jeri Bush Address: Volunteer Leon 918 Railroad Avenue Tallahassee, FL 32310 Telephone: 850-921-3015 Fax: 850-413-9095 Email: jerib@mail.co.leon.fl.us
Financial Contact/Send Invoices to:		Financial Contact
Ms. Junhua Wang Florida State University Sponsored Research Accounting Services 97 S. Woodward Avenue Tallahassee, Florida 32306-4166 Telephone: 850-644-8644 Fax: 850-644-1913 Email: jwang@admin.fsu.edu		Name: Ms. Amanda Phillips Address: Volunteer Leon 918 Railroad Avenue Tallahassee, FL 32310 Telephone: 850-921-3015 Fax: 850-413-9095 Email: phillipsa@mail.co.leon.fl.us
Authorized Official		Authorized Official
Dr. Kirby W. Kemper Vice President for Research 97 S. Woodward Avenue Sponsored Research Services Florida State University Tallahassee, Florida 32306-4166 Telephone: 850-644-5260 Fax: 850-644-1464		Name: Ms. Jane Sauls Leon County Address: 301 S. Monroe Tallahassee, FL 32301 Telephone: 850-488-9962 Fax: 850-414-5700 Email: saulsj@mail.co.leon.fl.us

Attachment 3
Schedule of Deliverables and Payments

A. Deliverables

1. Deliverables shall be submitted to University Principal Investigator specified in Attachment 2.
2. Deliverable 1, by July 20, 2004:
Volunteer Leon identifies 3 to 4 agencies to begin work with for first year. Subcontractor will email CHESP a brief description of activities in each region.
3. Deliverable 2, by July 31, 2004
Progress report on activities to-date.
4. Deliverable 3 by August 15, 2004
Progress report on activities to-date.

B. Payments

1. This is a fixed price subcontract for a total amount not to exceed \$15,000.00
2. Invoices shall be submitted to the University Financial Contact specified in Attachment 2.
Payment will not be made unless the deliverables are received and accepted by the University Principal Investigator
3. The first payment of \$13,000.00 shall be paid upon delivery of invoice and Deliverables 1 and 2 by July 31, 2004.
4. The second and final payment of \$2,000.00 shall be paid upon delivery of invoice and Deliverable 3 by August 15, 2004

**Attachment 4
Scope of Work****A. Strategy**

Sustainable positive community change will be realized at CHESP program sites in Escambia, Alachua, Hillsborough, Brevard, Broward, Palm Beach, and Miami-Dade counties over the next three years through the development of community-based service-learning youth corps programs. Youth leadership and youth as partners in youth corps program development, implementation, and evaluation will enable youth to truly be catalysts for change and meet critical needs in their communities. Program sites will utilize the Innovation Center for Youth & Community Development's (IC) Building Community (BC) model as a framework for building readiness, visioning and planning, implementation, and assuring sustainability. The BC model and subsequent toolkit was developed as a result of Charting Community Connections, a process designed and refined by then National 4H Council's program IC in 10 rural communities and then later on another 4 communities. The process includes the following components: building readiness, visioning and planning, implementation, and change and sustainability. Central to each step of the building community process are three underlying core principles. These core principles, equal youth and adult partnerships (YAP), assets, and reflection/learning integrate with the components of the BC model ensuring a comprehensive, inclusive, and proven approach to the activities each community will undertake in replicating the VolunteerLEON Youth Corps program. Youth as decision-makers, as well as reflection and learning emphasized in IC's BC model will assist current CHESP communities with building a strong foundation for youth led community-based service-learning initiatives and high quality youth leadership roles.

1. Replication Site Selection

Each individual community will be at varying stages of building readiness, the first step in the BC process. To ensure project success, the feasibility for development of a youth corps program will be assessed through a questionnaire to be administered at the Feb. 4 – 6, 2004 CHESP sub-grantee meeting. The questionnaires will be reviewed by a team of youth and adults from several locations in Florida during March and April 2004. The three communities that best demonstrate their organization's capability to bring together key community youth and adult stakeholders, identify resources to support the new program, and commit to fostering an environment that fosters equal youth and adult decisions will be invited to take part in year-one youth corps replication. The following month, first and second round of youth corps seed funding recipients will be advised of which program years mini-grants totaling \$1000 will be awarded to them. Awards would be made to the first round of programs before the end of June. They will receive \$750 seed money the first year (Year 4) and an additional \$500 during year two (Year 5) to assist with development of the community-based service-learning youth corps program. The other four communities will be given feedback and technical assistance during Year 4 to build the infrastructure for starting a youth corps program during Year 5. Those communities will receive the same seed money as will the first three but their funding cycle will begin a year later.

2. Technical Assistance Infrastructure

Each community will be provided with a single copy of IC's BC Toolkit to guide them through the process, receive training from Florida CHESP and VolunteerLEON on the development of community-based service-learning youth corps program, and technical assistance from VolunteerLEON on the coordination and implementation of the BC process. Additional copies of the toolkit and other manuals on YAP are available through IC. Yearly site visits, phone/email communication, conference calls, and web postings will ensure that the technical advisor, provided by VolunteerLEON, remains in-touch and abreast of progress in each of the seven communities during all phases of the project. The technical advisor will set milestones that assure by the end of the first funding year, communities will at minimum have completed the building readiness and visioning steps and will have begun implementation with some form of a program kick-off. Exact timelines for implementing each of the 4 components of the BC model will

be determined during individual phone consultations between the technical advisor and a primary program site contact. During Year 4, an initial "train-the-trainers" workshop will be conducted with both youth and adult representatives from every CHESP community to assure each community is well-versed in the BC model and that additional trainings can be conducted by those representatives within their own communities at the onset of beginning their building community efforts. To facilitate ongoing dialogue between communities regarding lessons learned and best practices, the technical advisor will develop a schedule of topics to be discussed through an email discussion group, as well as monthly conference calls. The technical advisor will also design and develop a website that will be utilized for posting meeting agendas, project timelines, icebreakers, activities for building YAP, and quarterly progress reports. The site will also have links to resources on YAP, service-learning, recognition, building momentum, community and youth development, sharing power and decision making, securing resources, sustainability and collaboration, and visioning and planning.

3. Infrastructure Development Assistance

As the criteria for selection to take part in year-one (Year 4) youth corps replication will require sub-grantees to detail their organization's capability to bring together key community youth and adult stakeholders, to identify possible in-kind resources to support the program, and to commit to fostering an environment that fosters equal youth and adult decisions, assistance provided to year 2 mini-grant recipients will correspond to the areas of the questionnaire that the reviewers deem inadequate. The individual site visit, phone consultations, initial BC training, project website resource links, as well as participation in email and conference call discussions will enable these communities to further develop their networks and partnerships, identify potential resources for supporting their program, increase youth and adult active involvement in the BC process, and assist efforts to create buy-in within their own community and organizations for youth as decision-makers.

4. Building Community Model Implementation

The seven communities are located on all three of Florida coasts, and as expected have different community needs and the youth in those areas will decide the focus of their individual program accordingly. The technical advisor will be primarily guiding program design, assisting communities with the following steps of program development and implementation.

- Bringing a group together;
- Looking at assets of the people and organizations involved;
- Helping youth and adults communicate successfully;
- Integrating learning and reflection into all activities;
- Identifying community needs;
- Creating a shared vision for community goals;
- Planning together to make that vision a reality;
- Building community support;
- Getting the word out;
- Making time together most beneficial and productive;
- Developing strategies to ensure continuation of the youth corps project; and
- Evaluating shifts in decision making/power sharing as a result of community work.

Because all communities invited to participate in this project have been Florida CHESP service-learning sub-grantees during the past three years it is expected that some relationships and partnerships already exist. The community-based service-learning youth corps approach will require these existing networks to expand their efforts to reach youth outside of the framework of the school system and work with governmental agencies and nonprofit organizations to increase the number of high-quality youth volunteer opportunities. It is also essential that youth corps programs not replicate any existing youth programs but rather bring together existing programs to enable greater impact of youth-led service.

During funding year one, communities will be expected to work through steps one and two of the building community process and begin implementation with some sort of a kick off event. The kick off should be widely publicized within the community and serve as a recruitment activity to engage additional youth for the remaining cyclical steps of the BC model. The second funding year should include implementation of the program and focus as outlined during the building readiness and visioning

and planning phases, as well as change and sustainability planning. At the completion of replicating the VolunteerLEON Youth Corps approach, the seven program sites will be capable of providing assistance to other counties within their region on developing similar youth led, community-based service learning programs.

B. Dissemination/Replication – This project assisting existing CHESP sub-grantees with the development of community-based service-learning youth corps programs will produce a website that will be utilized for posting meeting agendas, project timelines, icebreakers, activities for building YAP, and quarterly progress reports. The site will also have links to resources on YAP, service-learning, recognition, building momentum, community and youth development, sharing power and decision making, securing resources, sustainability and collaboration, and visioning and planning. Lessons learned, best practices, exceptional materials, and timelines will be included in a manual to be published that could be utilized by other Florida communities wanting to foster community youth development through community-based service-learning youth corps programs.

C. Sustainability – Existing CHESP projects sustainability efforts will be supported by the implementation of this project because:

- The reach and impact of the programs will be expanded through the community-based approach.
- The BC model illustrates an approach for increasing capacity of existing partnerships and involving previously unengaged community stakeholders.
- Institutionalization of youth as leaders, is possible through youth and adult partnerships that aid in progressing the spectrum of youth involvement as objects, recipients, resources to actual equal partners in decision-making and power sharing.
- The exercises in the BC model are inclusive of all learning styles and facilitate group interactions for all stage of building community including addressing change and sustainability, visioning and planning efforts, implementation, and building readiness.
- The ease of adaptation/customization makes tools and exercises relevant to the program focus and/or cultural identity of the region.
- The concept of youth and adult partnerships in youth corps program development creates more opportunities for youth leadership and service because of community involvement in the BC process.

D. Evaluation Plan

Objectives

- 1) Student Knowledge & Performance
 - a) Youth at each project site will be trained as facilitators for youth corps program development and implementation.
 - b) Youth at each project site will be utilized during every step of the process as facilitators for youth corps program development and implementation.
- 2) Student Attitudes & Behavior
 - a) Youth feel that decision-making and power sharing are equal.
 - b) Youth participate in and contribute to discussion during meetings and exercises.
- 3) Youth Leadership
 - a) Program site scores on the youth-adult partnership self-assessment tool will increase during each reporting cycle.
 - b) Youth are involved in program design and implementation through all 4 types of shared leadership.
 - c) Programs will expand their approach to youth work from the service-learning approach to community youth development.
- 4) Meeting Community Needs
 - a) The shared vision and subsequent program focus meets a documented need.
 - b) Planning process results in achievable program goals that include due dates, resources needed, and responsible parties.
- 5) Building Sustainable Partnerships
 - a) Program sites will be aware of what phase of youth and adult partnerships exist within their community and will take action to move from awakening to the making change phase.

- b) Youth corps program project sites will identify what stage of working together currently exists amongst partners and discuss possibilities for increased collaboration.
- 6) Building Service-Learning Capacity & Infrastructure
 - a) Project sites will document existing capacity and infrastructure for service-learning within their community.
 - b) Project sites will identify additional resources through asset mapping.
 - c) Reflective discussion from each activity/event will be documented.

Evaluation Plan

Baseline – The nature of this project is such that baseline data is largely unavailable until after project sites complete their first quarterly report. When available, data will be collected during the initial Year 4 and Year 5 site visits.

Methods & Instruments – correspond to objectives numbered above

- 1) Student Knowledge & Performance
 - a) Registration forms for training will ask participants to identify themselves as youth or adult.
 - b) Meeting agendas and event programs should identify the youth facilitators involved.
- 2) Student Attitudes & Behavior
 - a) Reflection after each meeting/event will ask participants to grade equality of youth and adult power sharing with a letter grade of A(equal) to F (not at all). Reflection after each meeting/event will ask participants to grade equality of youth and adult decision-making using a letter grade of A(equal) to F (not at all).
 - b) Youth participation will be documented through meeting sign-ins, agendas and event programs, as well as assessed overall during each reporting period by the project site contact using a letter grade.
- 3) Youth Leadership
 - a) Quarterly report submitted to the technical advisor should include an updated YAP self-assessment.
 - b) Examples of youth leadership in the areas of relating experience, facilitation, championing, and implementation will be documented in the quarterly report and the quality of each assessed by a 5 point Likert scale.
 - c) The results from one exercise in the Building Readiness section should be submitted to the technical advisor, illustrating the project site has discussed the approaches to youth work and is working towards developing a community and atmosphere where youth and adults can thrive together.
- 4) Community Need
 - a) Documentation of community need in the form of primary or secondary research is submitted to the technical advisor along with the shared vision for review prior to planning session.
 - b) A copy of the plan developed by the project site is submitted to the technical advisor for review.
- 5) Building Sustainable Partnerships
 - a) A questionnaire will be completed and turned in with each quarterly report detailing what phase of youth and adult partnerships the program is in.
 - b) The results to the activity "Collaboration-A Key to Sustaining Success" will be documented and submitted to the technical advisor.
- 6) Building Service-Learning Capacity & Infrastructure
 - a) Results from the history wall exercise should be documented and submitted to the technical advisor.
 - b) Asset mapping for gifts of places, relations, and individuals will be conducted and results should be documented and submitted to the technical advisor.
 - c) Program site contacts will be asked to document reflection activities used by the program and make the results available to the technical advisor.

Responsible Party – The technical advisor will collect available baseline data during site visits. Project site primary contacts will be responsible for collecting data from all local meetings/events and sending them to the technical advisor for review at minimum once a quarter. They will also fill out an evaluation sheet that will ask specific questions as outlined in the methodology section. The evaluation sheet will be

developed by the technical advisor and reviewed Florida CHESP. The evaluation plan, instruments, and analysis procedures will be explained to, as well as feedback on applicability and utilizability of the evaluation will be secured from project sites.

Data compilation, analysis, and report – Quantitative data will be coded by the technical advisor and the statistical analysis software, SPSS, will be utilized to analyze project site progress on objectives. Qualitative data will be reviewed by the technical advisor and points will be given based on set criteria of whether or not the data was turned in, the instructions followed, and whether or not the results meet the set objective.